

# Board of Contract Appeals

General Services Administration  
Washington, D.C. 20405

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October 18, 2001

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GSBCA 15482-TRAV

In the Matter of MARIANNE PRICE

Marianne Price, St. Paul, MN, Claimant.

Edwin C. Bankston, District Counsel, United States Army Corps of Engineers,  
St. Paul, MN, appearing for Department of the Army.

**WILLIAMS**, Board Judge.

The agency reasonably determined that claimant was not entitled to lodging costs at a long-term temporary duty (TDY) location during periods in which she was either on annual leave or at other TDY locations for which lodging costs were being paid.

## Background

Claimant, Marianne Price, an equal employment manager with the United States Army Corps of Engineers, was on a TDY assignment in Brooklyn, New York, for four months, between August and December of 1999. Claimant was authorized travel expenses from her permanent duty station in St. Paul, Minnesota, as well as per diem and lodging expenses for the duration of her TDY. While she was in Brooklyn, claimant stayed at the Adams Guest House and sought reimbursement for the entire four-month period. However, claimant left the Adams Guest House for three brief periods during her tour of duty, and seeks reimbursement for dual lodging during those three periods. Specifically, claimant was on annual leave from September 27 through October 2, and she traveled on official business to Baltimore, Maryland, from September 12 to 17, 1999, and to Boston, Massachusetts, from October 25 to 27, 1999.

For the time periods in question, the manager of the Adams Guest House advised the agency that Ms. Price "could have reserved a room and, had she done so, a room would have been guaranteed upon her return." The Adams Guest House is Army lodging, but does not provide long-term TDY rates. Rather, the rates are daily, the rooms are fully furnished, and travelers are permitted to store personal belongings if they check out for a few days. The Adams Guest House permits employees to reserve a room when they check out and, according to the manager, employees will be guaranteed a room when they return. However,

the Adams Guest House does not advertise this capability, and there are no posters or flyers explaining this. Rather, guests must ask to learn about this benefit. Ms. Price did not ask about the possibility of checking out and simply retained her room during all three periods when she vacated the guest house.

The agency denied Ms. Price's lodging expenses in New York during the time periods that she was on TDY in Baltimore and Boston because the agency was paying her lodging costs in those locations. In addition, the agency did not pay for the cost of claimant's lodging while she was on annual leave and for the weekends before and after her annual leave. The total amount of this claim is \$585. Claimant contends that she was required to remain in this lodging because her priority for Government lodging did not guarantee her, as a civilian on temporary duty, accommodations over other higher priority requests.

### Discussion

Paragraph C4555-F of the Joint Travel Regulations (JTR) provides:

#### F. Reimbursement for Dual Lodgings on Single Day.

When it is necessary for an employee to procure or retain lodgings for other than personal convenience at more than one location on a calendar day, the lodgings used at or close to 2400 are used as the lodging cost on that day. The other lodging costs incurred are reimbursable as an allowable travel expense when approved by the travel-directing official (60 Comp. Gen. 630 (1981)).<sup>1</sup>

In the case referenced in the regulations, Milton J. Olsen, 60 Comp. Gen. 630 (1981), the Comptroller General ruled that an individual who "through no fault of his own" and "in circumstances beyond his control" spends the night away from his temporary duty location to which he expected to return, lodging expenses both at and away from the TDY "may" be paid. The Comptroller General stated: "Payments in these cases must be based on a determination by the appropriate agency official that the employee acted reasonably in retaining the lodging at his temporary duty station." 60 Comp. Gen. at 630 (citations omitted).

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<sup>1</sup>A related regulation, Federal Travel Regulation (FTR) 301-11.16, provides:

What reimbursement will I receive if I prepay my lodging expenses and my TDY is curtailed, canceled or interrupted for official purposes or for other reasons beyond my control that are acceptable to my agency?

If you sought to obtain a refund or otherwise took steps to minimize the cost, your agency may reimburse expenses that are not refundable, including a forfeited rental deposit.

41 CFR 301-11.16 (1999).

In the instant case, claimant had not prepaid her lodging expenses and took no steps to minimize her lodging costs.

In instances in which the Comptroller General permitted reimbursement of dual lodging expenses, there was an agency determination that the employee acted reasonably in incurring the expenses. E.g., Carlos Mitchell, B-257670 (Jan. 10, 1995) ("When an employee acts reasonably as determined by the agency in incurring lodging costs while on temporary duty, but is unable to occupy the lodgings because of conditions beyond his control, we have held that the employee may be allowed the full per diem allowances for the lodgings actually occupied and may be reimbursed actual expenses incurred for the lodging not occupied, provided that the agency determines that the employee acted reasonably in incurring the expenses.") (citations omitted); Nancy Farabee, B-244666 (Feb. 14, 1992) ("Employee's actual lodging costs at first location incurred during interruption of TDY may be paid, provided the agency determines that the employee acted reasonably in incurring prepaid lodging expenses."); Milton J. Olsen (reimbursement authorized where employee acted reasonably, as determined by the agency, in incurring costs for lodgings he was unable to occupy due to conditions beyond his control).

In the instant case, the agency made a determination that claimant did not act reasonably in retaining her New York lodging when she traveled on TDY to Baltimore and Boston and took annual leave. The agency relied on the facts that claimant could have reserved a room if she had checked out of the hotel when she went on TDY or leave and would have been guaranteed a room upon her return.

Claimant cites the Board's decision in Marilu Casillas, GSBCA 15321-TRAV, 01-1 BCA ¶ 31,187, in support of her contention that she should be reimbursed for the lodging expenses at both locations while she was on TDY and annual leave. Casillas, however, does not support claimant's position. In that case Ms. Casillas expressly inquired prior to departing the TDY location as to the availability of Government quarters for her return arrival. She was told that if she checked out of her Government quarters, no rooms would be available upon her return. In addition, if she checked out she would have had to pack her personal items and pay for storage at the TDY station or ship them back to her permanent duty station and bring them back upon her return and then check into a local hotel which was more expensive than Government housing. Only after learning of these factors, did the claimant in Castillas decide to retain her room in Government quarters since this saved the Government money given the increased costs of a commercial hotel and shipping her belongings. The Board there expressly found that Ms. Casillas had incurred the costs for reasons beyond her control and there was no indication that she could have minimized lodging costs.

Here, the record suggests the opposite. Claimant took no steps to minimize her lodging costs. She did not inquire as to whether she could have returned to Government quarters, but speculated that she might not have been able to. Claimant's speculation was erroneous. Upon inquiry, the agency learned that claimant could have returned to the quarters and that her personal belongings could have been stored at the facility at no additional expense. In light of these facts, we cannot conclude that the agency's denial of the dual lodging costs was erroneous or arbitrary or capricious. Rather, we agree with the agency that employees traveling on Government business must exercise the same care and regard to incurring expenses as a prudent person traveling at personal expense.

#### Decision

The claim is denied.

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MARY ELLEN COSTER WILLIAMS  
Board Judge